



## Parks & Recreation

# Memo

To: Robert Kuntz, City Administrator

From: Linda Bruer, Director of Parks and Recreation

Date: March 2, 2015

RE: Ballwin Days' Amusement Ride Vendor

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Ballwin Days' Committee Chairs Jim Lieber and Darryl Holman are recommending the award of a contract for amusement ride services for this year's Ballwin Days Festival, June 4-7, to Miller Spectacular Shows, Inc. Miller has successfully provided services to the city for the past several years and has agreed to keep ticket prices consistent with 2014 pricing; once again offering the unlimited ride wrist band for \$20 on Thursday evening.

If you should have any questions with regard to the recommendation or contract, please let me know.

# Miller Spectacular Shows, Inc.

79 Mountain Drive  
Greenbrier, AR 72058  
501-269-4781

501-421-4939 E-Fax [suemiller79@aol.com](mailto:suemiller79@aol.com)

## BALLWIN DAYS 2015

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of December 2014, by and between the Ballwin Days Committee for the same, City of Ballwin, State of Missouri, to be known as SPONSOR and JOHNNY F. MILLER representing the above named amusement organization, known hereafter as MILLER, for and in return for valuable considerations hereinafter specified, both parties do bind themselves as follows:

MILLER agrees to furnish the above named combination of Riding Devices, concessions, posting paper, advertising matter, tickets, ticket booths, and to exhibit same at the 2015 Ballwin Days Festival under the auspices of SPONSOR. MILLER will operate a minimum of 15 high quality amusement rides with a mix of children's rides, family type rides, and super scary rides to entertain all ages. MILLER will not allow any live animals or fish to be given as prizes or displayed. MILLER will generate all electric used to operate carnival midway. MILLER will provide liability insurance in the amount of \$2,000,000.00 with certificate naming SPONSOR as additional insured. Certificate to be issued direct from insurance carrier and mailed to address below. *Big Gondola Wheel & mega Bounce to be included 2015*

SPONSOR does hereby engage MILLER to present its combination of Rides, and Concessions at the 2015 Ballwin Days for a period of four (4) days, commencing June 4-5- 6-7, 2015 and agrees to furnish sufficient ground space at a location known as Vlasic Park in Ballwin, MO for all riding devices, and concessions belonging to MILLER. SPONSOR will furnish a water hook-up and dumpster or other arrangements for trash removal.

- MILLER will use Quiet generators positioned as not to interfere with stage activities.
- MILLER will work with SPONSOR representative in providing ticket audit information.
- MILLER will provide comfort stations (tents & benches) on midway area.
- Any additional advertising by MILLER will be coordinated the official news media of SPONSOR
- ALL employees will be uniformed.
- If space permits, a golf cart right of way of 6' to 8' will be cleared at base of hill between stage and midway.
- TICKET PRICING:

On grounds: Single Tickets \$1.00 each, Sheet of 22 Tickets \$20.00

Advance Sale Tickets-----Strip of 22 Tickets \$18.00

Advance Sale Tickets to be delivered to SPONSOR by June 1<sup>st</sup> each year.

Each ride takes 2-3 or 4 tickets.

- THURSDAY NIGHT will be pay one price night with armbands good for unlimited rides 6:30pm to 9:30pm. Price will be \$20.00 each. A \$2.00 discount coupon will be provided by MILLER to be distributed by SPONSORS.

IN CONSIDERATION of the fulfillment of the terms of this agreement, MILLER agrees to pay SPONSOR TWENTY-EIGHT PERCENT (28%) OF ALL RIDE TICKET SALES, and TWO THOUSAND, TWO HUNDRED (\$2,200.00) FLAT RATE FOR RIGHTS OT OPERATE FAMILY GAMES CONCESSIONS AND TWO CARNIVAL FOOD STANDS. All games and food concessions must be approved by SPONSOR prior to set-up. One Carnival Food Stand to sell the following items only: Cotton Candy, Candy Apples, Caramel Apples, Apple Slices, Popcorn, Snow Cones, & Lemonade. Second carnival food stand will sell Funnel Cakes, Fried Twinkies, and Fried Oreos, and Lemonade . *Second food trailer will pay 25% of gross sales to Sponsors.* MILLER will also donate FIVE HUNDRED DOLLARS (\$500.00) as a Fireworks Sponsorship. MILLER will immediately send a "good faith" deposit check of twenty-five hundred dollars (\$2,500.00) to SPONSOR upon signing of this contract.

IT IS FURTHER AGREED that all riding devices and midway concessions shall be under the exclusive management of MILLER. MILLER to have the exclusive on all rides during the life of this contract.

FURTHER, it is understood by both parties that there are no verbal agreements and the entire agreement is covered by this contract. Both parties agree to work together to make the engagement a big success. Should City of Ballwin cancel event, or should any unforeseen calamity arise such as floods, fires, wrecks, strikes, tornadoes, etc., making it impossible to fulfill the engagement, this contract shall be null and void.

Witness this 30th day of December, 2014, our hands and seal in good faith.

Ballwin Days Chairman

MILLER SPECTACULAR SHOWS, INC

X

*Johnny F Miller*

Date: \_\_\_\_\_

Send Insurance Cert. to: \_\_\_\_\_

Phone: 636-207-2388 ext. 3

Fax: 636-207-2320

e-mail [lieber1@swbell.net](mailto:lieber1@swbell.net)